

Remarks

Claims 1-4, 6, 10-21, 23-26, 28-34, 36-39, 41-42, 44-48, and 50 are pending. Claims 1-4, 6, 10-21, 23, 26, 28-33, 36-37, 39, 41, and 44-48 have been amended while claims 5, 7-9, 22, 27, 35, 40, 43, and 49 have been cancelled without prejudice or disclaimer. Applicants assert that all pending claims are in a condition for allowance. Applicants request reconsideration in view of the amendments and remarks below.

Interview Summary

The undersigned participated in a telephone interview with the Examiner in October of 2007. During the interview, the withdrawal of claim 45 was discussed. In particular, it was discussed that the Office Action erred in concluding that claim 45 should be withdrawn because it was in non-elected species IV. It was discussed that contrary to the Office Action's assertion, species IV was the elected species. The Examiner concurred. The flap of Hess was also discussed regarding the single layer construction that lacked first and second sheets and a padding layer. No specific agreement was reached.

Amendments to the claims

In the interests of an efficient and expeditious prosecution, Applicants have amended several claims, and in particular, independent claims 1, 11, 21, 29, 39, and 45. Applicants assert that the claims as amended read on the elected species IV pertaining to figures 21-27. Applicants further assert that figures 21-27 and the relation discussion in the specification fully support the claims as amended.

For example, regarding claim 1 and claim 21, figures 23 and 26 show the flap and its overlap with the panel 606 (as shown by the dashed lines of figure 23) and further show its position beneath the panel 606 as indicated by the dashed lines of figure 23 and the underneath location in figure 26. Regarding claim 11 and claim 21, figure 23 further shows that the flap has two sheets and a padding layer between those two sheets. Regarding claim 29 and claim 39, figures 21 and 22 illustrate the top panel 602 having the opening, the front panel 607 with the side panels 604, 604', the floor panel 606, and the several junctions. Regarding claim 29 and claim 45, figures 21 and 22 as well as

figure 25 illustrate the top panel 602 with the opening, the side panels 604, 604', the floor panel 606, and rim panels 601, 603, and 605 with the several junctions. Thus, applicants assert that no new matter has been introduced by the amendments.

103 Rejections

Claims 1-3, 6, 10-14, 17-20, 29-31, 35-39, and 41-44 are rejected under 35 USC 103(a) as being unpatentable over Sage (US 4,630,323) in view of Hess (US 4,574,976). Claims 4, 15, 24, and 34 are rejected as being unpatentable over Sage in view of Hess and further in view of Spier (3,133,292). Claims 16, 21, 23, 25-28, and 32 are rejected as being unpatentable over Sage in view of Hess and in view of Smith (3,563,837). Applicants respectfully traverse these rejections to the extent they apply to the currently pending claims.

Claim 1

Claim 1 recites, among other things,

a fixture guard floor panel comprising ...an opening through the ~~enclosure~~ first side, second side, and the inner layer of the fixture guard floor panel, a flap with a first edge attached to the first material of the fixture guard floor panel such that the flap covers the opening, the flap having a size and shape that completely covers the opening while overhanging onto the second side such that the flap rests between the second side and the fixture when the fixture guard system is positioned on the fixture... a plurality of fixture guard side panels, each having an outer edge that is attached to a corresponding outer edge of the fixture guard floor panel, the plurality of fixture guard side panels extending away from the bottom of the fixture when the fixture guard system is positioned on the fixture.

None of the references individually or in combination disclose these recitations. To the extent Hess discloses a flap, this flap is attached on the inside of the container. This is a requirement in Hess because the flap is used to hold liquid when closed and release liquid when opened, and thus, the flap must be able to be opened from inside the container. Thus, Hess does not disclose a flap that rests between a second side of a floor panel of a fixture guard system and the fixture that the fixture guard system is on.

Furthermore, because the flap of Hess must open and close when the container has liquid, Hess provides neither support for nor motivation to place the flap between the floor panel and a fixture. Furthermore, the flap in Hess is in a side panel as opposed to a floor panel. Sage fails to account for these deficiencies as it has been conceded that Sage lacks a flap. Thus, the combination of Sage in view of Hess fails to disclose all of the recitations of claim 1. Therefore, claim 1 and its dependent claims are allowable for at least these reasons.

Claim 11

Claim 11 recites, among other things,

a fixture guard floor panel comprising...an opening through the first sheet, the padding layer, and the second sheet...a flap with a first edge attached to the first sheet such that the flap covers the opening, the flap comprising a top sheet of flexible material, a bottom sheet of flexible material, and a padding layer that is disposed between the top sheet and the bottom sheet, and wherein the top sheet and the bottom sheet are joined at one or more edges to contain the padding layer of the flap and a plurality of fixture guard side panels, each having an outer edge that is attached to a corresponding outer edge of the fixture guard floor panel, the plurality of fixture guard side panels extending away from a plane defined by the fixture guard floor panel.

None of the references individually or in combination disclose these recitations. To the extent Hess discloses a flap, this flap is shown as a single sheet of material with a faster material attached thereto. There is no padding layer, nor is there another sheet such that a padding layer is between a first and second sheet. There is no suggestion or other motivation to provide a flap having a structure other than the one shown as a single layer. Sage fails to account for these deficiencies as it has been conceded that Sage lacks a flap. Furthermore, the flap in Hess is in a side panel as opposed to a floor panel. Thus, the combination of Sage in view of Hess fails to disclose all of the recitations of claim 11. Therefore, claim 11 and its dependent claims are allowable for at least these reasons.

Claim 21

Claims 21 recites, among other things,

an enclosure made of at least one flexible sheet of material...an opening through the enclosure, and a flap with a first edge attached to the flexible sheet of material such that the flap covers the opening, the first edge being attached to the flexible sheet of material by a sewn hem, the flap having a size and shape that completely covers the opening while overhanging onto the enclosure such that the flap rests between the enclosure and the fixture when the fixture guard panel is positioned on the fixture, the flap comprising a top sheet of flexible material, a bottom sheet of flexible material, and a padding layer that is disposed between the top sheet and the bottom sheet, and wherein the top sheet and the bottom sheet are joined at one or more edges to contain the padding layer of the flap.

For reasons similar to those discussed above in relation to claims 1 and 11, none of the references, individually or in combination, disclose these recitations. Furthermore, Smith fails to cure these deficiencies of Sage in view of Hess. Thus, the combination of Sage in view of Hess and in further view of Smith fails to disclose all of the recitations of claim 21. Therefore, claim 21 and its dependent claims are allowable for at least these reasons.

Claim 39

Claim 39 recites, among other things,

a fixture guard front panel... defining a first plane and further defining outer edges and an opening having inner edges ...a fixture guard front panel... defining a second plane perpendicular to the first plane and further defining outer edges ...a fixture guard floor panel... defining a third plane that is parallel to the first plane and further defining outer edges ...a plurality of fixture guard side panels... including a top outer edge and a bottom outer edge ... a first junction between an outer edge of the fixture guard top panel and an outer edge of the fixture guard front panel to allow the fixture guard top panel and fixture guard front panel to move relative to one another; a second junction between the top

outer edge of each side panel and an inner edge of the opening defined by the fixture guard top panel; and a third junction between the bottom outer edge of each side panel and an outer edge of the fixture guard floor panel....

None of the cited references, individually or in combination, disclose these recitations. Sage, for instance, fails to disclose several of these elements, each one of which providing independent grounds for allowability over the cited combination. For example, Sage at least does not disclose any front panel that defines a second plane that is perpendicular to the first plane that is defined by the top panel, where a floor panel defines a third plane that is parallel to the first plane defined by the top panel. Furthermore, as Sage fails to disclose such a front panel, Sage also fails to disclose a first junction between an outer edge of the top panel and an outer edge of the front panel. Additionally, Sage fails to disclose a top panel defining an opening with inner edges and a second junction between the top outer edge of each side panel and an inner edge of the opening. Hess fails to disclose any such front panel or top panel or the first junction or the second junction as well such that Hess fails to account for at least these deficiencies of Sage. Thus, the combination of Sage in view of Hess fails to disclose all of the recitations of claim 39. Therefore, claim 39 and its dependent claims are allowable for at least these reasons.

Claim 45

Claim 45 and its dependents were withdrawn from consideration due to allegedly being from a non-elected species IV. However, as noted above in the interview summary, species IV was the elected species. Therefore, the withdrawal of claim 45 and its dependents is an error and claim 45 and its dependents should be re-instated for examination.

Claim 45 recites, among other things,

a fixture guard top panel... defining a first plane and further defining outer edges and an opening having inner edges ...a plurality of fixture guard rim panels... defining a plane perpendicular to the first plane and extending upward from the first plane and further defining outer edges ...a fixture guard floor

panel... defining a third plane that is parallel to the first plane and further defining outer edges ...a plurality of fixture guard side panels... including a top outer edge and a bottom outer edge ...edge of a first of the plurality of fixture guard rim panels to allow the fixture guard top panel and the first fixture guard rim panel to move relative to one another; a second junction between an outer edge of the fixture guard top panel and an outer edge of a second of the plurality of fixture guard rim panels to allow the fixture guard top panel and the second fixture guard rim panel to move relative to one another; a third junction between an outer edge of the first fixture guard rim panel and an outer edge of the second fixture guard rim panel to allow the first and second fixture guard rim panels to move relative to one another; a fourth junction between the top outer edge of each side panel and an inner edge of the opening defined by the fixture guard top panel; and a fifth junction between the bottom outer edge of each side panel and an outer edge of the fixture guard floor panel.

None of the cited references, individually or in combination, disclose these recitations. Sage, for instance, fails to disclose several of these elements, each one of which providing independent grounds for allowability over the cited combination. For example, Sage at least does not disclose any rim panels that define a defining a plane perpendicular to the first plane of the top panel and extending upward from the first plane, where a floor panel defines a third plane that is parallel to the first plane defined by the top panel. Furthermore, as Sage fails to disclose such rim panels, Sage also fails to disclose a first junction between an outer edge of the top panel and an outer edge of a first rim panel, fails to disclose a second junction between an outer edge of the top panel and an outer edge of a second rim panel, and a third junction between an outer edge of the first rim panel and an outer edge of the second rim panel. Additionally, Sage fails to disclose a top panel defining an opening with inner edges and a fourth junction between the top outer edge of each side panel and an inner edge of the opening. Hess at least fails to disclose any such rim panels or top panel or the first, second, third, and fifth junctions as well such that Hess fails to account for at least these deficiencies of Sage. Thus, the combination of Sage in view of Hess fails to disclose all of the recitations of claim 39.

Therefore, claim 39 and its dependent claims are allowable for at least these reasons.

Claim 29

Claim 29 includes recitations similar to those discussed above in relation to claim 39 and claim 45. These recitations include elements such as a top panel, front panel, rim panels, floor panel, and side panels. These recitations include additional elements such as first, second, third, fourth, fifth, and sixth junctions. For reasons similar to those discussed above in relation to claims 39 and 45, none of the references, individually or in combination, disclose these recitations. Thus, the combination of Sage in view of Hess fails to disclose all of the recitations of claim 29. Therefore, claim 29 and its dependent claims are allowable for at least these reasons.

Conclusion

Applicants assert that the application is in condition for allowance. Applicants respectfully request reconsideration and further examination in view of the amendment and remarks above and further request that a Notice of Allowability be provided. Should the Examiner have any questions, please contact the undersigned.

No fees are believed due beyond the fee for continued examination and a three month extension. However, please charge any additional fees or credit any overpayment to Deposit Account No. 50-3025.

Respectfully submitted,

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